



March 23, 1987

Interstate Commerce Commission

12th & Constitution Avenues NW

Washington, DC 20423

Attn: Ms. Mildred Lee

Room 2303, Recordation

RECORDATION NO. 15084-A

Filed & Recorded

MAR 26 1987 11-25 AM

INTERSTATE COMMERCE COMMISSION

Re: Recordation No. 15084 Dated October 23, 1986

Dear Ms. Lee:

Enclosed please find two sets of original documents which are to be added to the documentation package which was sent to you last year and filed and recorded under Recordation No. 15084 on October 23, 1986 at 3:15 p.m.

The names and addresses of the parties to the original documents are as follows:

Lessor: United States Trust Company
Boston, Massachusetts

Lessee: New Hampshire Northcoast Corp.
New Hampshire

Guarantor: Boston Sand & Gravel Company
Boston, Massachusetts

The following documents: 1) Amendment No. One to Equipment Lease Agreement No. 19864 and 2) Rental Schedule No. 2 should be added to the original documentation package as stated above.

A fee of \$10.00 is enclosed. Please return one recorded copy to:
Tamara P. Davis
President
UST Leasing Corporation
40 Court Street
Boston, MA 02108

Please contact the undersigned at (617) 726-7039 if you have any questions or require any additional information.

Very truly yours,

Tamara P. Davis
President
UST Leasing Corporation

TPD/ln
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

3/26/87

OFFICE OF THE SECRETARY

Tamara P. Davis
President
UST Leasing Corporation
40 Court Street
Boston, MA. 02108

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/25/87 at 11:25am, and assigned re-recording number(s).

15084-A

Sincerely yours,

Norita L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

MAR 26 1987 11:25 AM

AMENDMENT NUMBER ONE

INTERSTATE COMMERCE COMMISSION

Equipment Lease Agreement, No. 19864

Dated October 16, 1986

Between

United States Trust Company, as Lessor

and

New Hampshire Northcoast Corp., as Lessee

and

Boston Sand and Gravel Company, as Guarantor

WHEREAS, UST Leasing Corporation, a Massachusetts corporation, was incorporated in February 1987 as a wholly-owned subsidiary of United States Trust Company; and

WHEREAS, UST Leasing Corporation will be documenting, servicing and booking all equipment leases in its own lease portfolio;

THEREFORE, all references, terms and conditions applicable to United States Trust Company as Lessor under this Equipment Lease Agreement No. 19864 will also be applicable and binding to UST Leasing Corporation as Lessor.

Agreed this twentieth day of March, 1987

Lessor: UST Leasing Corporation

By Tamara P. DavisTitle President

Lessee: New Hampshire Northcoast Corp.

By Dean M. Boyle Jr.Title Pres.

Guarantor: Boston Sand & Gravel Company

By: Dean M. Boyle Jr.Title: vice pres.

RENTAL SCHEDULE NO. TwoRECORDATION NO. 15084 A Filed & Recorded

MAR 26 1987 11-2 5 AM

To Equipment Lease Agreement No. 19864

INTERSTATE COMMERCE COMMISSION

This Rental Schedule is attached to and governed by the terms and provisions of the Equipment Lease Agreement dated October 16, 1986 ("Lease") by and between UST Leasing Corporation, a subsidiary of United States Trust Company ("Lessor") and New Hampshire Northcoast Corp. ("Lessee"), a wholly-owned subsidiary of Boston Sand and Gravel Company ("Guarantor"). All the terms used herein which are defined in the Lease shall have the same meaning herein.

1. The Equipment leased hereunder is as follows:

Quantity	New/Used	Description and Model Number	Serial No.	Purchase Price
E 7	Used	100-ton capacity 42 foot open-top Portec		\$ 22,500.00 each
Q		aggregate hopper railroad cars built in 1979		
U		each with two bottom drop gates, together with		
I		all attachments and accessories.		
P				
M		AAR Type Code: H440. AAR Mechanical Designation: HM.		
E		Serial Numbers: TCCX0333 - TCCX0339 inclusive.		
N		New Serial Numbers: N/A		
T				

Total: \$157,500.00

RENTAL PAYMENT TERMS

Base Term: 18 Quarters. Rental Commencement Date: March 20, 19 87

Late Payment Penalty Rate: 12% annually Lease Maturity Date: July 16, 1991

Rent: \$10,705.40 Quarterly/Advance Rental Factor: 6.797081%

Sales/Use Tax: \$ N/A

Total Rent: \$10,705.40 Quarterly/Advance Interim Payment: \$3,211.62

2. The Base term of the Lease of the Equipment shall commence upon the date of Equipment Sale and Leaseback as indicated on the Bill of Sale and shall continue until expiration of the number of quarters in the Base Term specified above after the Rental Commencement Date. Rent in the amount specified above, plus applicable taxes, shall be due on the Rental Commencement Date and on the sixteenth of each July, October, January and April thereafter for the Base Term. All Rent shall be due and payable to Lessor at 40 Court Street, Boston, MA 02108, Attn: Leasing, or at such other place as Lessor may hereafter designate.

3. Location of Equipment: New Hampshire/Massachusetts Area

IN WITNESS WHEREOF, this Schedule is executed and agreed to this 20th day of March, 19 87. THIS RENTAL SCHEDULE CANNOT BE CANCELLED.

LESSOR:

UST Leasing Corporation

By: Tamara P. DavisTitle: President

LESSEE:

NEW HAMPSHIRE NORTHCOAST CORP.

By: Dean M. BoyleTitle: Pres.

GUARANTOR:

BOSTON SAND AND GRAVEL COMPANY

By: Dean M. BoyleTitle: vice pres.